

Thank you for your interest in *accessIndiana*, the state of Indiana's official Web portal, and CivicNet, the Indianapolis/Marion County eCommerce site. A variety of services are now available for businesses to increase productivity and efficiency in communicating with state and local government. As the official portals, we are dedicated to meeting your growing information needs.

*accessIndiana* and CivicNet provide access to government services and information, via the Internet, that allow businesses to retrieve and submit critical data instantly. This online access eliminates the need to wait in line or on hold for information that is necessary in running a successful business. *accessIndiana* and CivicNet services will reduce your company's processing time and help make your business more competitive. Imagine the convenience of obtaining information anytime and anywhere you have access to the Internet!

Please take a moment to review the enclosed information. Simply fill out the subscription agreement and mail or fax it to the address or fax number below. You will need to enclose the annual subscription fee of \$50 (*for state OR Marion County business services*) or \$75 (*for both state AND Marion County business services*). Your completed subscription provides up to ten usernames and passwords for your company staff. This will enable your company to access services 24 hours a day, 7 days a week. In most cases, a modest access fee is assessed for each completed transaction.

To begin enjoying the benefits of *accessIndiana* and CivicNet, simply mail or fax us your subscription agreement today! When we have received your completed subscription agreement, we will contact you by e-mail with the usernames and passwords assigned to your company.

If you have any further questions, please call us at 317.233.2010 or 1.888.4IN.eGOV. We look forward to serving you!

Sincerely,  
*accessIndiana* and CivicNet  
Customer Service Department  
e-mail: customerservice@www.IN.gov

**BidWatch:** Let *accessIndiana* provide you with the information you need to make quick, accurate decisions on when to place a bid with the state of Indiana. In the past, contractors had to search to place bids with the state. *accessIndiana* has eliminated the searching by providing an e-mail service that will notify you of all bids that the state of Indiana makes available online through the Indiana Department of Transportation, Indiana Department of Administration, Department of Public Works, the Hoosier Lottery, and the State Armory Board. This service is only \$35 per month. [www.IN.gov/ai/bidwatch](http://www.IN.gov/ai/bidwatch)

**Business Entity Database Bulk Download:**\* Submit orders for the Secretary of State's business entity database online. Initial downloads will be mailed on CD. For an additional fee, monthly and weekly updates are available upon request. Pricing for additional updates vary depending on frequency. Initial downloads are \$3,000.  
[www.IN.gov/sos/business/corps/orderbulk.html](http://www.IN.gov/sos/business/corps/orderbulk.html)

**Business Entity Database Custom Searches:**\* Request "custom" searches of the Secretary of State's business entity database. A minimum fee of \$25 per search will be charged upon request. For searches returning more than 1,000 entities, an additional 2.5 cents per entity name applies. [www.IN.gov/sos/business/corps/specialsearch.html](http://www.IN.gov/sos/business/corps/specialsearch.html)

**Business Entity Documents:** Search for an entity and request specific documents concerning that company online from the Secretary of State's office. Receive registered agent information and much more for only \$1 per search. Certificates of existence are available for \$20 per certificate. [www.IN.gov/sos/bus\\_service/online\\_corps/default.asp](http://www.IN.gov/sos/bus_service/online_corps/default.asp)

**Certified Nurse's Aide and Home Healthcare Aide Registry Search:** Verify that a certified nurse's aide's certificate or a home healthcare aide's certificate is current and without findings through the Indiana State Department of Health. Search by registration number or by social security number. Only \$1 per record. [www.IN.gov/serv/isdh\\_cna](http://www.IN.gov/serv/isdh_cna) (subscriber)  
[orwww.IN.gov/serv/isdh\\_cna\\_ia](http://orwww.IN.gov/serv/isdh_cna_ia) (credit card)

**Customer Self-Service System (CS3):**\* Search the Department of Workforce Development's database of job applicants. Simply define the scope of the available position (*salary level, skills required, etc.*) to gain access to a host of potentially qualified applicants. This service is free with an *accessIndiana* subscription! [www.IN.gov/dwd/cs3](http://www.IN.gov/dwd/cs3)

**Driver's License Search:**\* Search the Indiana Bureau of Motor Vehicles database by license number, name and birth date, or social security number. Seven year driving histories are available. Includes commercial licenses, too. \$5 per record.  
[www.IN.gov/ai/help/bmv\\_license.html](http://www.IN.gov/ai/help/bmv_license.html)

**Health Profession License Verification:** Search the Health Professions Bureau's database for licenses in more than 30 different health professions! Only \$1.00 per record. [www.IN.gov/hpb/mlvs](http://www.IN.gov/hpb/mlvs)

**Health Professions Bulk Download:** Instantly download data containing information on individuals holding professional licenses through the Indiana Health Professions Bureau. The database contains over 300,000 records and is updated nightly. Search parameters are include license type, active and/or non-active licenses, issue date, expiration date, resident or non-resident, and county. \$150 for first record and \$10 per each additional 1000 records. [www.IN.gov/hpb/license/bulk](http://www.IN.gov/hpb/license/bulk)

**Hunter Education Certification Card:** DNR Law Enforcement Division's Hunter Education students can obtain a copy of their certification card online. Search by first and last name or date of birth. After identifying the matching record, a copy of the card can be purchased. \$1 with an **accessIndiana** subscription

**Limited Criminal History Search:** Obtain limited criminal history records for pre-employment screenings on individuals or self-inquiries through the Indiana State Police database. Supply a valid reason for request and the required information – then print the record from your printer. The cost to **accessIndiana** subscribers is only \$15 per search. [www.IN.gov/isp/lch](http://www.IN.gov/isp/lch)

**Monthly Listings of New Incorporations:** Download a series of text files containing information on new entities that have registered with the Secretary of State's office to do business in the state of Indiana. All text files are produced and made available on a monthly basis. \$30 per download. [www.IN.gov/sos/newcorps](http://www.IN.gov/sos/newcorps)

**Online Lobbyist eFiling:**\* Lobbyists – save time and stay in compliance by registering and reporting all legislative gifts and activities online! Worry no more about mailing forms to the Indiana Lobby Registration Commission. You can take care of this automatically by submitting your information online. \$1 per record. [www.IN.gov/ilrc/forms/onLine.html](http://www.IN.gov/ilrc/forms/onLine.html)  
\$1 per record for activity and gift reports. \$5 per record for registration.

**Title and Lien Search:**\* Search the Indiana Bureau of Motor Vehicles database for title and lien information by VIN number, title number, or social security number. Includes salvage titles, also. \$5 per record. [www.IN.gov/ai/help/bmv\\_lien.html](http://www.IN.gov/ai/help/bmv_lien.html)

**Uniform Commercial Code Browse:** Browsing the UCC database will assist you when unsure of the exact name of the debtor for whom you are searching or filing. Find misspellings, nicknames, or alternative versions of the name. Browse by either individual or organization debtor name or by UCC filing number and then view the related filings. A fee is charged only when a lien record is selected for additional information, including image copies of filing documents. Only \$3 per search with an **accessIndiana** subscription. [www.IN.gov/sos/business/ucc](http://www.IN.gov/sos/business/ucc)

**Uniform Commercial Code - Bulk Data Download:** Submit online orders for the Secretary of State's Uniform Commercial Code data and images. Initial download on CD. Monthly and weekly updates are available. Pricing varies based on service level. \$25,000 for initial download plus weekly updates with an *accessIndiana* subscription

**Uniform Commercial Code Official Search Certificate:** Search by individual, organization, or filing number. The results will be instantly compiled on an official UCC Search Certificate, which can be downloaded directly to your computer. Only \$3 per search with an *accessIndiana* subscription or \$4.40 by credit card. [www.IN.gov/sos/business/ucc](http://www.IN.gov/sos/business/ucc)

**Uniform Commercial Code Filing:\*** File financing statements and amendments directly from your computer within minutes. Frequently used filing information, such as secured party details or collateral descriptions are remembered in a Filer Profile, which means fewer keystrokes for you! With built-in validations, filings completed online are automatically compliant with Revised Article 9. Only \$3 per search. [www.IN.gov/sos/business/ucc](http://www.IN.gov/sos/business/ucc)

**Utility Regulatory Commission Orders Library:\*** Search the Indiana Utility Regulatory Commission's orders by keyword or view a list of orders arranged by title or number. \$1 per record. [www.IN.gov/iurc/orders](http://www.IN.gov/iurc/orders)

**Vehicle Registration Search:\*** Search the Indiana Bureau of Motor Vehicles database for vehicle registration information by plate number, social security number, or VIN number. \$5 per record. [www.IN.gov/ai/help/bmv\\_registration.html](http://www.IN.gov/ai/help/bmv_registration.html)

**Water Permit Filing:\*** File with the Department of Natural Resource's Division of Water for a floodway, waterway, lake, or ditch construction permit. Save up to four weeks in processing time! Fees vary. [www.IN.gov/serv/dnr\\_water\\_permit\\_query](http://www.IN.gov/serv/dnr_water_permit_query)

**Water Well Record Database:** Search the Department of Natural Resource's Division of Water's water well database by reference number or a combination of other fields. This database of nearly 300,000 well records spans all 92 counties. 5¢ per record. [www.IN.gov/dnr/water/wellwater](http://www.IN.gov/dnr/water/wellwater)

## COURT INFORMATION

### Civil Court Name Search

Identifies both plaintiff and defendant.

Available from 1991–present.

**NO CHARGE**

### Civil Case Summary

Synopsis of individual's court proceeding,

including dates, motions, and judgment (*disposition*).

Available from 1991–present.

**\$5/case**

### Civil Judgment Financial Activity

Provides data about the case judgment (*disposition*),

the financial details, and payments rendered.

Available from 1991–present.

**\$3/judgment**

### Criminal Name Search

Identifies an individual accused of a criminal offense within Marion County. Available from 1988–present.

**\$2/search**

### Criminal Case Summary

Provides a synopsis of case, including dates,

charges, motions, release details, and disposition.

Available from 1988–present.

**\$2/name search**

**\$5/case summary**

### Criminal Party Booking Detail

Summarizes the details of an individual's arrest.

All of the individual's arrests included.

Available from 1988–present.

**\$2/name search**

**\$5/complete list**

### Marriage Records

Lists bride, groom, marriage official, and date.

Available from 1925–present.

**\$2/record**

### Summons Service Details

Details summons data, including address and method of delivery. Available from 1993–present.

**\$1/record**

### Tax Warrants

Lists name, address, dates, etc. Satisfactions available for additional \$1. Available from NOV 1990–present.

**\$1/warrant**

## PERMITS

### Permit Applications

(*Pre-approval required for 1st time users*) Apply and receive permits online. Heating & Cooling, Electrical, Plumbing, Right of Way, Sewer, and Structural.

**\$3/application**

### Master Permits

**\$10/application**

### Electrical Self Certification Tags

Order self certification tags online.

**\$3/order**

## POLICE/SHERIFF REPORTS

### Incident Reports

Provides complete Incident Report, including officer's narrative. Database contains reports from June 1994 to present.

**\$6/report**

### Limited Criminal History

Identifies an individual accused of a criminal offense(s) within Marion County. Summarizes name, aliases, warrants, arrest dates, charges, and dispositions (court verdicts) on one record. Available from 1930's–present.

**\$15/search**

### Traffic Accident Reports

Provides complete Accident Report, including diagram.

Available from 1930's–present.

**\$6/report**

### Marion County Real Estate Sale Listings

Download detailed or short list of sheriff property sale real estate listings.

**\$13/full list**

**\$3/short list**

## PROPERTY INFORMATION

### Property Reports (*real estate*)

Provides assessed value, exemptions, tax payment history, and more. Reports available for current certified year.

**\$3/report**

### Property Owner History

Lists all former owners of a parcel and the year of ownership.

**\$1/report**

### Parcel History

Identifies all former parcels from which a specific parcel was derived.

**\$1/report**

*A subscription to **accessIndiana** and/or CivicNet offers you many benefits...*

- Convenient access to all authorized subscriber services
- Up to 10 confidential usernames + passwords per account
- Toll-free technical hotline staffed with knowledgeable consultants
- Online account management reports

**PREMIUM SERVICE SUBSCRIPTION CHOICE** *(Select your preference)*

- ☐ ☐ **accessIndiana and CivicNet (\$75/annual fee)**  
Indiana State plus City of Indianapolis/Marion County Government Subscriber Services
- ☐ ☐ **accessIndiana only (\$50/annual fee)**  
Indiana State Government Subscriber Services
- ☐ ☐ **CivicNet only (\$50/annual fee)**  
City of Indianapolis/Marion County Government Subscriber Services

**GOVERNMENT SUBSCRIBERS ONLY**

If you are a governmental entity, please indicate below. To receive government discounts for **accessIndiana** services, you must complete the "Memorandum for Government Subscribers" Fee Waiver Application. New account subscription agreements not accompanied by this memorandum will be assumed for private business or personal use and will be charged the full amount for transactions.

- ☐ Federal Government
- ☐ Indiana State Government
- ☐ Indiana Local Government

**USERNAME ASSIGNMENTS**

Please print the actual name(s) to be assigned a username. Each user must provide his/her signature and e-mail address.

Which method is preferred to receive username and passwords: ☐ phone ☐ fax ☐ mail

**Name:**

**User Signature:**

**E-mail Address**

01.	_____	_____
02.	_____	_____
03.	_____	_____
04.	_____	_____
05.	_____	_____
06.	_____	_____
07.	_____	_____
08.	_____	_____
09.	_____	_____
10.	_____	_____

### MAILING ADDRESS

Organization Name: \_\_\_\_\_

Contact/Admin Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Ext: \_\_\_\_\_

Fax: \_\_\_\_\_

### BILLING ADDRESS

Organization Name: \_\_\_\_\_

Contact/Admin Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Ext: \_\_\_\_\_

Fax: \_\_\_\_\_

### BILLING OPTIONS

*Please select only one option. For further details, please refer to Terms + Conditions.*

- ☐ **Monthly Invoice/Statement** (\$15 minimum monthly fee)  
*If there is no use during the month, then there is no minimum fee.*  
*If there is any use during month, then the mailed invoice will be \$15 minimum.*  
*A \$25 fee will be assessed for a returned check.*

- ☐ **Credit Card** (No minimum fee)

☐ American Express

☐ MasterCard

☐ Discover

☐ Visa

Card Number: \_\_\_\_\_

Cardholder: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Billing Address: \_\_\_\_\_

\_\_\_\_\_

- ☐ **Direct Debit (ACH)** (No minimum fee)

Bank Name: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

## Subscription Agreement

### ORGANIZATIONAL INFORMATION *(Required)*

Primary Focus of Your Organization *(Used only for internal classification purposes)*

_____ 1100	Agriculture, Forestry, Hunting, and Fishing	_____ 5413	Architectural and Engineering
_____ 2100	Mining	_____ 5419	Professional, Scientific, and Technical Services
_____ 2210	Utilities	_____ 5610	Admin Support, Waste Management, and Remediation Services
_____ 2300	Construction	_____ 6110	Educational Services
_____ 3110	Manufacturing	_____ 6200	Healthcare and Social Assistance
_____ 4210	Wholesale Trade	_____ 7100	Arts, Entertainment, and Recreation
_____ 4410	Motor Vehicle Dealer	_____ 7200	Accommodations, Food, and Beverage Services
_____ 4520	Retail	_____ 8110	Other Service Repair/Maintenance or Personal Services
_____ 4810	Transportation and Warehouse	_____ 8130	Religious Grantmaking Civic or Professional Services, Charities
_____ 5100	Information and Communication	_____ 8888	Personal or Individual Account
_____ 5200	Finance and Insurance	_____ 9210	Government
_____ 5310	Real Estate, Rental, and Leasing	_____ 9211	Government-County
_____ 5411	Legal	_____ 9212	Government-City
_____ 5412	Accounting, Tax Preparation, Bookkeeping, and Payroll Services	_____ 9213	Government-Federal
		_____ 9999	Unclassified Misc.

Professional / Trade Association Affiliations: \_\_\_\_\_

*(Used only to identify members of associations with which accessIndiana and/or CivicNet has a partnership agreement.)*

How did you hear about us? \_\_\_\_\_

### AUTHORIZED SIGNATURE

*I have read and agree to the terms and conditions of this Subscription Agreement for myself and any entity or organization for which I sign. I represent and warrant that I have the authority to sign this Subscription Agreement on behalf of and bind any entity or organization for which I sign. I further acknowledge that by signing and sending this Subscription Agreement by facsimile, I, and any entity or organization for which I sign, waive the right to contest the authenticity of my signature and the right to contest the enforceability or admissibility of this Subscription Agreement on the grounds that it is not an original document.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Please include your subscription payment and mail or fax to:

**accessIndiana/CivicNet**

10 West Market Street, Suite 600

Indianapolis, IN 46204

Fax: 317.233.2011



The Customer and *accessIndiana* and/or CivicNet wish to contract for the provision of services from *accessIndiana* and/or CivicNet to Customer as per the Terms and Conditions below. *accessIndiana/CivicNet* provides online access, from Customer's terminals, to a number of databases with related services. Customer wishes to use the services made available by *accessIndiana/CivicNet*. *accessIndiana* is a service of the state of Indiana, through its Intelenet Commission. CivicNet is a service of the Consolidated City of Indianapolis/ Marion County government.

#### 01. AGREEMENT

This agreement sets forth the terms and conditions under which *accessIndiana* and/or CivicNet will provide services to Customer.

#### 02. *accessIndiana/CivicNet* WITHDRAWAL OF SERVICE

*accessIndiana/CivicNet* reserves the right to withdraw any service or services without consulting Customer prior to withdrawing such service and shall have no liability whatsoever to Customer in connection with deletion of any such service.

#### 03. ACKNOWLEDGEMENT

Customer acknowledges that it has read this Agreement and agrees that it is the complete and exclusive Agreement between the parties, superseding all other communications, oral or written. This Agreement may be modified only by written amendment signed by the parties, except as otherwise provided for in this paragraph. *accessIndiana/CivicNet* shall be entitled to announce, online or in writing, changes to the network, to the services provided, to prices, or other changes, which changes shall constitute modifications to this agreement once announced. In the event Customer issues a purchase order or other instrument covering the services herein specified, it is understood and agreed that the Purchase Order is for Customer's internal purposes only and shall in no way modify, add to, or delete any of the terms and conditions in this Agreement.

#### 04. CONDITIONS OF USE

a) **Hours of Service:** Service will be provided on a non-guaranteed basis seven days per week (Sunday through Saturday), twenty-four (24) hours per day, excluding scheduled maintenance as designated from time to time by *accessIndiana/CivicNet* in its sole discretion.

b) **ID / Account Numbers:** *accessIndiana/CivicNet* will issue to the Customer a requested number of ID/account numbers. Customer is responsible for preserving the secrecy of its account numbers and for ensuring that access to services and use of its ID/account numbers are controlled by it and that, in those instances where a purchase order provides time and/or dollar and/or database limitations, use of the system does not exceed those limitations; *accessIndiana/CivicNet* shall not be responsible for these responsibilities of Customer. Customer is liable for any and all charges for services to its ID/account numbers, whether or not authorized by Customer.

c) **Copyright and Ownership of Information:** Customer agrees to comply with any copyright notices or other limitation on use which are applicable to services, databases, or other information provided through applicable services, databases, or other information provided

through *accessIndiana/CivicNet*.

d) **Termination of Subscription:** UPON CEASING TO BE A SUBSCRIBER TO *accessIndiana/CivicNet*, Customer AGREES to destroy or return to *accessIndiana/CivicNet*, all originals and all copies of the network access software (the disk or disks) furnished to Customer upon subscription to *accessIndiana/CivicNet*, together with any amendments or modifications that may have been sent to Customer or downloaded by Customer during Customer's subscription; AND TO ERASE from Customer's hard disk and any long-term storage medium residing on any computer or server or network onto which Customer may have copied them, the programs and any amendments from any such disk or disks. Customer agrees to promptly certify the destruction or return of such programs or disks, in writing, if requested by *accessIndiana/CivicNet*. Customer acknowledges that *accessIndiana/CivicNet* may not have an adequate remedy at law for any breach of this clause that Customer may commit, and therefore, in addition to any other remedies it may invoke, *accessIndiana/CivicNet* may seek and obtain an injunction in court to enforce the provisions of this clause.

e) **Acceptance of this agreement** allows Customer a non-transferable END-USER License for the provided software. The software is licensed, not sold, and is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Customer may copy software onto Customer's computer or computers at one location only. Software furnished is dedicated for Customer's use only. Customer may not rent or lease the software or separate component parts to anyone else. Customer may also store or install a copy of the software on a storage device, such as a network server, for Customer's use only.

#### 05. PAYMENT

a) Invoices for all services rendered will be prepared by *accessIndiana/CivicNet* and provided by *accessIndiana/CivicNet* either online or by mail. Rates shall be in accordance with the current *accessIndiana/CivicNet* rate schedule. Terms of invoice payment shall be net twenty (20) days.

b) In addition to the rates contained herein, Customer shall pay *accessIndiana/CivicNet* for all sales, use, and excise taxes incurred by *accessIndiana/CivicNet* in providing services to Customer.

c) Past due invoices will be subject to a delinquency charge of 1.5% per month of the amount in arrears, or the legal limit, whichever is less. Customer agrees to pay all costs of collection of delinquent accounts, including reasonable attorney's fees, as permitted by law.

#### 06. LIMITATION OF LIABILITY

a) The remedies set forth in this Agreement are exclusive and in no event shall *accessIndiana/CivicNet*, its directors, officers, agents, or employees, be liable for pecial, indirect, incidental, or consequential damages, including, but not limited to, lost income or lost revenues, whether such damages arise out of breach of contract, negligence, strict liability, or any other theory of liability. Such damages shall in any event be limited to the charges paid for the previous month by Customer for the services in connection with which a claim of liability is asserted or imposed. Customer specifically understands and recognizes that the system by which these services are offered to it is experimental and may experience problems of various kinds resulting in an inability to provide services.

b) Customer agrees that *accessIndiana/CivicNet* will not be liable for any claim or demand of any nature or kind whether asserted against *accessIndiana/CivicNet* or against Customer by any third party, arising

claims of third parties arising out of the Customer's use of the services or materials provided pursuant to this Agreement.

c) *accessIndiana/CivicNet* shall not be liable for or deemed to be in default for any delays or failure in performance or interruption of service resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including problems with or delays caused by its database providers or other providers.

d) No action or suit, regardless of form, other than an action for payments due *accessIndiana/CivicNet*, arising out of the transactions pursuant to this Agreement may be brought by either party more than one year after the cause of the action accrues.

e) *accessIndiana, CivicNet*, Indiana Interactive, Inc., state of Indiana, the Consolidated City of Indianapolis/Marion County government, county and local government agencies and universities, professional associations and all other parties who may from time to time provide information for access on *accessIndiana/CivicNet* shall at no time be liable for any errors in, or omissions from, information available on *accessIndiana/CivicNet*.

## 07. WARRANTY

a) *accessIndiana/CivicNet* make no warranties, express or implied, including but not limited to implied warranties of merchantability or fitness for any particular purpose. While *accessIndiana/CivicNet* and its suppliers strive for accuracy and completeness of data and services furnished pursuant to this Agreement, no warranty or representation is made or implied as to such.

b) Customer warrants that it is aware of, and will comply with, all applicable federal, state, or other laws with regard to access to, or use of, any and all information, databases, programs, or other products to which access is provided by or through *accessIndiana/CivicNet*.

## 08. RATE CHANGES

a) Rates are as set forth in the *accessIndiana* Service Agreement and are established by the state governing authority of *accessIndiana* in its sole discretion (unless this Agreement is a fixed term agreement as detailed in Paragraph 8b below). Such rates may change as the governing authority decides.

b) Rates are as set forth in the *CivicNet* Service Agreement and are established by the City of Indianapolis/Marion County governing authority of *CivicNet* in its sole discretion (unless this Agreement is a fixed term agreement as detailed in Paragraph 8b below). Such rates may change as the governing authority decides.

c) The parties may enter into a fixed-term agreement setting forth a set rate for a specified term. Any such agreement will be evidenced and detailed in writing.

## 09. LIMITATIONS

Under no circumstances may Customer, or any other party acting by or through Customer or using Customer's ID/account numbers, use data received from or through *accessIndiana/CivicNet* in any way except in full and complete compliance with all applicable laws.

## 10. TRADENAME/TRADEMARK

Customer agrees that it will not use the trademark "*accessIndiana*", "*CivicNet*", or the names or means of identifying any of *accessIndiana's* or *CivicNet's* services in any fashion unless specifically authorized to do so in writing by *accessIndiana/CivicNet*. Customer agrees not to tamper with, alter, or change in any fashion, any databases or programs made available to Customer by *accessIndiana/CivicNet*.

## 11. GENERAL CONDITIONS

a) **Waiver:** The waiver, modification, or failure to insist on any of these terms or conditions one or more times by *accessIndiana/CivicNet* shall not void, waive, or modify any of the other terms or conditions in this Agreement, nor be construed as a waiver or relinquishment of *accessIndiana's/CivicNet's* right to performance of any such term or terms in the future.

b) **Severability:** If any provision or part of the Agreement shall be declared illegal, void, or unenforceable, the remaining provisions shall continue in full force and effect.

c) **Governing Law:** This Agreement shall be governed by and construed according to the laws of the state of Indiana as such laws are applied to contracts made and to be performed entirely in Indiana, and all actions hereunder shall be brought in a federal or state court of competent jurisdiction in Indiana and in no other jurisdiction.

d) **Assignment:** This Agreement is not assignable or transferable by Customer and any attempted assignment or transfer by Customer shall be null and void and of no force or effect. *accessIndiana/CivicNet* may assign this Agreement and/or the payments due to *accessIndiana/CivicNet* without notice to or requirement for Customer's permission or approval.

e) **Direct Debit (ACH) Option** shall mean that the Customer's banking institution automatically deducts the billed amount out of Customer's account monthly.

f) **Visa/MasterCard/Discover/American Express Option** shall mean that the billed amount is automatically charged monthly to the Customer's charge card.

g) **Monthly Invoice/Check Option** shall mean that *accessIndiana/CivicNet* bills Customer monthly; \$15 minimum monthly fee applies only if Customer has used less than \$15 in combined services and/or connect time in that month.

h) **Automatic Subscription Renewal** shall mean that Customer shall be billed (or credit card charged) for each year's account fee on the anniversary date of subscription agreement. No refunds of account fees shall be given. The agreement may be cancelled by Customer with at least 30 days notice in writing to *accessIndiana/CivicNet* in advance of the agreement's anniversary date.

## 12. *accessIndiana* MANAGEMENT

*accessIndiana* is managed by Indiana Interactive, Inc., a wholly-owned subsidiary of NIC, Inc.

## 13. *CivicNet* MANAGEMENT

*CivicNet* is managed by Indiana Interactive, Inc., a wholly-owned subsidiary of NIC, Inc.

## END OF AGREEMENT

Mail or Fax completed subscription form with your payment to:

*accessIndiana/CivicNet*  
10 W Market St, Suite 600  
Indianapolis, IN 46204  
Fax: 317.233.2011

**MEMORANDUM FOR GOVERNMENT SUBSCRIBERS**  
**Fee Waiver Application**

Thank you for your recent request for information about *accessIndiana*. This memorandum addresses government pricing for all *accessIndiana* password-protected services, but does NOT apply to Indianapolis & Marion County services found on CivicNet. Please choose the group that corresponds to your office and sign the appropriate section. Then, return this letter to *accessIndiana* with your completed subscription agreement.

**ALL INDIANA STATE AGENCIES, COUNTY PROSECUTORS, LAW ENFORCEMENT AGENCIES AND COUNTY/CITY/TOWN COURTS:**

If you are an Indiana state agency, county prosecutor, law enforcement agency or county/city/town court and will use this service only for your official duties, there are no fees for any password-protected service transactions and no yearly subscription fees. The exception to this rule is that county prosecutors and county courts must pay the \$7 statutory fee for each Indiana State Police Online Limited History. All subscriptions must be under the Indiana state agency, the actual county prosecutor, or the judge for the court to receive the waiver. Please return this signed memorandum with your completed subscription agreement to *accessIndiana*.

I, on behalf of my state agency, county prosecutor's office, law enforcement agency, or county/city/town court, agree that this *accessIndiana* account will be used only in furtherance of the duties of employees or elected officials for this office and not for private use.

Alternatively, for any private use, I understand and will convey to my agency that a private (or second) account (with the standard *accessIndiana* fee schedule) must be obtained.

Government Entity Name \_\_\_\_\_

(If applicable) Division of \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**ALL INDIANA CITY, CITY-COUNTY, COUNTY, AND TOWN AGENCIES; COUNTY PUBLIC LIBRARIES; FEDERAL GOVERNMENT AGENCIES; AND INDIANA STATE UNIVERSITIES:**

If you are a city, city-county, county, or town agency; a county public library; an Indiana state university; or a United States federal government agency and will use this service for official duties, there is a discounted \$1.00 per record fee for all successful Indiana Bureau of Motor Vehicles (BMV) searches. All other password-protected services are full price. You will also be required to purchase a \$50/year subscription. Please return this signed memorandum with your completed subscription agreement and the \$50 annual fee payment to *accessIndiana*.

I, on behalf of my city, city-county agency, county agency, county public library, state university or United States federal government agency, agree that this account will be used only in furtherance of the duties of employees or elected officials for this office and not for private use.

Alternatively, for any private use, I understand and will convey to my agency that a private (or second) account at a different fee schedule must be obtained.

Government Entity Name \_\_\_\_\_

(If applicable) Division of \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**ALL OTHER USERS:**  
10 W. Market St., Suite 600  
Indianapolis, IN 46204-2844  
1.888.4IN.eGOV  
T. 317.233.2010  
F. 317.233.2011

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If this account will be used for private business or personal use, not government business, the normal rates for all transactions will apply in addition to the \$50 /year subscription fee.